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ATTORNEYS FOR DEFENDANT STAR INSURANCE COMPANY

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

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CITY OF ASBURY PARK,

Plaintiff,

v.

STAR INSURANCE COMPANY and  
JOHN DOES CORPORATIONS (1-10),

Defendants.

) Civil Acton No.

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**NOTICE OF REMOVAL**

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Defendant Star Insurance Company (“Star”) submits this Notice of Removal of the civil action *City of Asbury Park v. Star Insurance Company*, Docket No. MON-L-1820-17, pending in the Superior Court of New Jersey, Law Division, Monmouth County, and states as follows:

1. Plaintiff City of Asbury Park (“the City”) is, and was at the time the state court action was filed, a municipal corporation of the State of New Jersey with its principal place of business at One Municipal Plaza, Asbury Park, New Jersey.

2. Defendant Star is, and was at the time the state court action was filed, a corporation of the State of Michigan with its principal place of business at 26255 American Drive, Southfield, Michigan.

3. The Commissioner of the New Jersey Department of Banking and Insurance accepted service of the summons and complaint in this matter on behalf of Star on June 14, 2017. Star first received copies of the summons and complaint in this matter on June 19, 2017. Copies of the summons and complaint served on Star are attached as Exhibits A and B.

4. The complaint seeks a declaration of the parties' rights under an insurance policy issued by Star to the City with respect to the distribution of the proceeds of a subrogation recovery.

5. The complaint seeks a declaration that \$400,000 of the subrogation recovery should be distributed to the City. The amount in controversy in this action therefore exceeds \$75,000.

6. This is a civil action over which this Court has original jurisdiction pursuant to 28 U.S.C. § 1332, in that the plaintiff and the defendant are citizens of different states and the amount in controversy exceeds \$75,000. Consequently, this matter is removable to this Court pursuant to 28 U.S.C. §§ 1441 and 1446.

Respectfully submitted,

**Smith, Stratton, Wise, Heher & Brennan, LLP**  
*Attorneys for Defendant Star Insurance Company*

By: s/Thomas E. Hastings  
Thomas E. Hastings

Date: July 11, 2017